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THE  
DORIS GENE BALENTINE  
TRUST AGREEMENT

PK 88 Pg 213

THIS AGREEMENT, made this the 27<sup>th</sup> day of October, 2000, between DORIS GENE BALENTINE, as Grantor and hereinafter sometimes called Grantor, of the City of Olive Branch, DeSoto County, Mississippi, and DORIS GENE BALENTINE as Trustee. For convenience, the terms Trustee and Trustees shall refer to whomever shall be acting as Trustee under this Instrument.

ITEM 1

GENERAL PROVISIONS

1.1 Statement of Purpose. I, DORIS GENE BALENTINE, have established this Trust in order to provide a means for the management of certain of my properties and for the management of such further property interests as may be deposited with Trustee by me, or others, all in the manner hereafter provided.

1.2 Trust Corpus. I have created this Trust by depositing with Trustee certain real and/or personal property interests, including that described on Schedule A, which is annexed to this Agreement.

1.3 Effectiveness of Transfer. The deposit of additional property with Trustee and the passing of property to Trustee under the terms of my Will shall be effective regardless of the jurisdiction in which I may be then domiciled, and all of that property received by Trustees shall be added to and administered as a part of the Trust created by this Agreement.

1.4 Name of Trust. This Trust shall, for convenience, be known as the DORIS GENE BALENTINE TRUST, and it shall be sufficient that it be referred to as such in any deed, assignment, bequest or devise. I may have denoted certain shares of this trust to be established after my death and such may be named for such purposes as is hereinafter provided.

1.5 Successor Trustees. Upon my death, discharge, incapacity or disability or other failure or inability to serve as Trustee, then my son, DAVID W. CANNON, JR., and my brother, LARRY ARNETT shall serve as successor Trustee in my stead. If any one of such Trustees fail to cease to serve as Trustee, then the remaining Trustee may serve alone. If both of such Trustees fail or cease to serve, then my sons, JOSEPH D. CANNON and DAYLON E. CANNON shall serve as successor Trustees.

1.6 Family. My immediate family consists of my sons, DAVID W. CANNON, JR., born 9/9/51; JOSEPH D. CANNON, born 12/20/57; and DAYLON E. CANNON, born 9/2/62.

## ITEM 2

### RECEIPTS AND COVENANTS OF TRUSTEE

2.1 Acknowledgment of Receipt. Trustee acknowledges receipt of the property described in Schedule A.

2.2 Trustee's General Management Duties. Trustee will manage, invest and reinvest the property described in Schedule A and will hold any policies of life insurance deposited with Trustee, and will receive, manage, invest and reinvest their proceeds and will hold, manage, invest and reinvest such additional property as may be deposited with Trustee and accepted by it, and all of the proceeds of that property, upon the uses and for the purposes hereafter set forth.

2.3 Additions. From time to time, additional property may be deposited with Trustee, if accepted by it for administration under this instrument. Trustee will accept and will administer as part of the Trust estate whatever property is to be delivered to Trustee under the provisions of my Will to be so administered, or which becomes payable hereto as a result of my death from insurance policies, individual retirement accounts, retirement plans or a death benefit agreement. Trustee may accept other additions from me or other persons. All such additions shall be a part of the trust property and shall be administered and distributed like any other trust property subject to this instrument.

## ITEM 3

### COVENANT BY GRANTOR OF FURTHER ASSURANCE

Except as to titles reserved to me, I agree with trustee that upon Trustee's request I will execute and deliver to Trustee such further instruments, deeds, stock powers, or other documents Trustee may deem necessary or desirable hereafter to validate or otherwise vest the title of the Trust property in Trustee or to evidence Trustee's legal title thereto.

## ITEM 4

### ADMINISTRATION AND RESERVATION DURING GRANTOR'S LIFETIME

4.1 Reservation of Rights of Grantor. Except during any period of incompetency, I shall have the right, to be exercised from time to time by a writing or writings signed and acknowledged by me:

4.1(a) Revoke. To revoke this instrument entirely and to receive from Trustee or to have distributed in accordance with my written order all of the Trust property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust.

4.1(b) Amend. To amend, alter, restate or revoke this instrument in any and every particular, provided the duties and responsibilities of the Trustee shall not be materially changed without the Trustee's consent.

4.1(c) Change Trustee. To change the identity or number, or both, of the Trustee.

4.1(d) Withdraw Property. To withdraw from the operation of this Trust any part or all of the Trust property or to have the same distributed in accordance with my written order.

#### 4.2 Distribution During Grantor's Lifetime.

4.2(a) Income Distributions. During my lifetime, so long as the Trust Estate shall include cash, securities, or other property productive of income, the Trustee shall manage, invest and reinvest the Trust Estate, shall collect the income thereof, and shall pay over the net income to me, accumulate the same or shall apply the same for my benefit, in convenient installments, all as I shall direct; however, if I am incompetent or disabled, such direction shall not restrict the power of the Trustee to use the income for uses and purposes as set forth under paragraph 4.2(d) of this Section. Any such undistributed income shall be added to principal at least annually.

4.2(b) Principal Distributions. In addition, the Trustee during my lifetime, is hereby authorized, at any time or from time to time, and in the Trustee's absolute discretion, to: (i) pay to me for my use, care, support, maintenance or general welfare, or to apply for any such purposes any part or all of any of the assets comprising the Trust Estate; (ii) to pay to me, or on my behalf, the amount of any and all taxes, state, county or federal or otherwise, caused by the sale or possession of any of the assets comprising the Trust Estate, or charged to or against me or the Trust Estate under the laws of the United States of America, or any state or subdivision thereof; and (iii) pay to or for any other purpose or purposes, including, but not limited to, the support of my other dependents, as the Trustee in good faith deems to be for my best interests.

4.2(c) Separate Bank Account. While I am living, the Trustee is authorized to maintain a checking and/or savings account in such bank(s) and savings and loan association(s) as I direct, and to deposit into such account(s) all net income or principal funds from the Trust Estate as may become payable from time to time to me under the terms of this Trust. I reserve the right and am authorized at any time and at all times to withdraw by check or otherwise from said bank(s) and savings and loan associations(s) against this account, signed in my individual name, and every check and savings withdrawal so drawn and presented for

payment shall be charged to and paid from the account to the extent that the funds on deposit therein are sufficient to cover the checks and withdrawals. The account shall be considered at all times a part of the Trust Estate, and upon my death, any funds remaining in that account shall be added to the principal of the Trust Estate to be held, administered and distributed in accordance with the provisions applicable subsequent to my death.

4.2(d) Incompetency or Disability. In the event that I am incompetent or disabled as defined below, then the Trustee (or successor trustee as the case may be) may, during my lifetime, pay to or apply for my direct or indirect benefit such sums from the net income and from the principal of this Trust, in such shares and proportions as in the Trustee's sole discretion the Trustee shall determine to be necessary or advisable from time to time for my comfortable support, maintenance, health care or general welfare, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of mine and to use the net income and principal of the Trust for such further purposes as are set forth in Item 4.2(b).

The Trustee shall also be authorized to expend trust funds for the purpose of making gifts to such persons and/or charitable organizations in such manner and amounts as the Trustee shall determine advisable, in order to conform to any pattern of annual gifting established and practiced by the Grantor prior to the onset of her incapacity. In making such gifts, if the applicable federal tax laws so require in order to obtain favorable income or transfer tax consequences, the Trustee shall first distribute the property to be gifted to the Grantor, or to the Grantor's guardian, conservator or attorney-in-fact if necessary, who shall then in turn distribute the property to be gifted to its appropriate recipient.

4.2(e) Definition of Disability. Disability shall mean any time during my lifetime that any Trustee (including a successor Trustee) hereunder receives a notice in writing signed by my physician indicating that I am too disabled to continue my involvement except as beneficiary in this Trust and such notice is not contradicted by a notice submitted by another physician.

4.2(f) Definition of Incompetency. Incompetency shall mean any period of time in which any Trustee (including a successor Trustee) hereunder is in possession of any of the following: (i) a court order, which such Trustee deems jurisdictionally proper and still currently applicable, holding me to be legally incompetent to act in my own behalf or appointing a guardian or limited guardian of my person and/or property to act for me; (ii) a duly executed, witnessed and acknowledged written certificates, at least one of which is unrevoked, of two licensed physicians (each of whom represents that he or she is certified by a recognized medical board and had been a licensed, practicing physician for at least three years), each certifying that such physician has examined me and has concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, I had, at the date of the written certificate, become incompetent to act rationally and prudently in my own best interests; or (iii) evidence, which such Trustee deems to be creditable and still currently applicable, that I have disappeared, am unaccountably absent, or am being detained

under duress where I am unable, effectively and prudently, to look after my own financial best interests.

4.2(g) Grantor Relieved as Trustee-Incompetency/Disability. During such time of my incompetency or disability as set forth above, I shall be relieved of all powers hereinabove reserved by me in my fiduciary capacity, such powers shall cease and terminate, and the successor Trustee(s) or remaining Co-Trustee, as the case may be, provided in Item 1 hereof shall assume all Trustee powers with respect to the Trust Estate given in this Trust Agreement.

4.3 Powers Reserved for Grantor Only. Neither my conservator nor guardian, nor any person other than myself may exercise any of the rights reserved to me by the provisions of section 4.1 hereof, except as may be specifically and expressly approved by order of a court of proper jurisdiction. It is my general desire that my Trustees administer the trust property and that no such court order be so granted except if found that my Trustee have acted wrongfully or in a grossly negligent manner.

If, however, I have executed a valid power of attorney which allows such attorney-in-fact to establish or continue a gifting program, my trustee may cooperate with such attorney-in-fact in making such gifts in a tax-wise manner without requirement of a court order.

4.4 Cooperation of Trustee Upon Written Requests. Upon my written request, the Trustee will assent to or join in the execution of any instrument presented to it by me and designed to enable me to exercise any of the rights reserved by the provisions of this Item.

## ITEM 5

### ADMINISTRATION AFTER GRANTOR'S DEATH

After my death, the Trust estate shall be irrevocable and shall be managed and distributed as hereinafter set forth:

5.1 General Power of Appointment Reserved by Grantor. I reserve the right to appoint any part or all of the Trust property by my Will duly proved and by specific reference to this power of appointment. Any property not so appointed shall be managed and distributed in the manner hereinafter provided.

5.2 Contribution for Estate Taxes - Permitting Payment of Entire Tax Amount. To the extent the trust property is includable in my gross estate for federal and/or state inheritance or estate tax purposes and no deduction is allowable with respect to such property, the Trustees shall remit to the executor of my estate, or directly to the taxing authority, out of such portion, an amount no less than the excess of all federal and state death taxes payable by reason of my death over the death taxes which would have been payable at my death if none of the trust property had been included in my estate, irrespective of any provision of my Will. If my Trustee deems such

appropriate, my Trustee may pay the entire amount of such taxes and any payment of such death taxes by the Trustees pursuant to the provisions of this Item shall be charged against the principal portion of the trust from which such is payable. Payment may be made upon receipt by Trustee of a request made in writing and signed by the Executor without the need to verify the amount or to see application of the funds. The Trustees shall not seek contribution toward, or recovery of, any such payment from any beneficiary. The burden of such taxes shall be borne by those beneficiaries share passing pursuant to section 6.5 hereof.

5.3. Dealing with Grantor's Estate. The Trustees shall be authorized, in their absolute discretion, without regard to whether any Trustee may also be serving as an Executor of my estate, to purchase or lease on behalf of the trust any property, real, personal, or mixed, tangible or intangible, and wherever situated, belonging to my estate, or to make loans or advancements, secured or unsecured, to the Executor of my estate, in order to provide funds with which to pay claims, taxes, administration expenses, or other indebtedness of my estate. My Trustees are further authorized to pay directly any such claims, taxes, administration expenses or other indebtedness of my estate without going through my executor. Any such purchases, leases, loans, and advancements shall be made upon such terms and conditions as the Trustees, in their sole discretion, may deem appropriate. The Trustees shall not be liable for any loss to the trust estate by reason of acting in accordance with this section, except for their own gross negligence or willful misconduct.

## ITEM 6

### DISTRIBUTION POST DEATH

Upon my death, all the remaining assets of the Trust estate shall then be distributed by my Trustee, as follows:

6.1 Tangible Personal Property. All of my tangible personal property shall be disposed of pursuant to my Will.

6.2 Distribution of Remaining Assets. Upon my death, all the remaining assets of the Trust estate not distributed or set aside as provided by Items 5 and 6.1 hereof, shall be then held, invested, and distributed by my Trustee, for the uses and purposes, upon the terms and conditions hereinafter set forth.

6.3 Distribution. I direct that my trustee divide and distribute the entire cash flow of this trust (as hereinabove described) at least annually as follows:

6.3(a) One-Third (1/3) share to my son, DAVID W. CANNON, JR., if living, and if not to his issue per stirpes;

6.3(b) One-Third (1/3) share to my son, JOSEPH D. CANNON, if living, and if

not to his issue per stirpes;

6.3(c) One-Third (1/3) to my son, DAYLON E. CANNON, if living, and if not to his issue per stirpes;

If any of the above named individuals should die without issue during the administration of this trust then that share shall be distributed to and among the remaining shares of this section 6.3 on a prorata basis.

"Cash Flow" as used herein shall mean that the net income of the trust plus (i) depreciation and other non-cash charges deducted in determining such net income, (ii) the net cash proceeds from sale of any of the trust assets, (iii) the net proceeds from refinancing or repayment of any of the trust loans or mortgages receivable; minus (i) the principal payments on all notes or mortgages payable, (ii) any other cash expenditures not deducted in determining the net income of the trust, and (iii) any amount reasonably required to maintain sufficient working capital or a reasonable reserve for replacements, repairs, taxes and other contingent liabilities or obligations or otherwise (e.g. permitted by Section 8.3 hereof). Cash flow shall be determined separately for each year and not cumulatively.

6.3(A) Forfeiture Provision. Notwithstanding the foregoing, if any beneficiary hereinabove shall contest the validity of this trust or any provision hereof, or shall institute or join in (except as a part defendant) any proceeding to contest the validity of this trust or to prevent any provision thereof from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits and gifts herein provided for such beneficiary (or his issue) are revoked and such beneficiary shall be treated for all purposes to have predeceased me without issue surviving .

Furthermore, if during the term of this trust any beneficiary (other than the Grantor) shall file a lawsuit against the Trustee for any cause, then if such beneficiary's claim is denied upon the final judicial determination then such beneficiary (and their issue per stirpes) shall thereafter forfeit their entire interest in this trust and shall for such purposes be treated as if the beneficiary died without issue surviving.

6.4 Sale or Lease of Real Estate. After my death, I authorize and direct my Trustee to sell or lease, as soon as is practicable but without undue haste, all real estate then held in this trust estate or thereafter received by my Trustee, including but not limited to my residence, lot and any improvements affixed thereto (and also including curtains, washer/dryer and refrigerator, therein if my Trustee deems such proper or appropriate to advance such sale or lease) located at 8574 Bell Brook Drive, Olive Branch, Mississippi 38654, and more particularly described as follows:

Lot 87, Section C, Bell Ridge Subdivision, in Section 9, Township 2 South, Range 6 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 52, Page 36, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The net proceeds of such sale or lease shall be added to my trust and distributed in accordance with section 6.3 hereof. Any such sale shall be made by public or private sale for such consideration as my fiduciary shall determine is the fair market value, whether for cash or on credit terms. The fiduciary shall be without liability for loss or depreciation resulting therefrom, including the loss of income, and shall be without liability for its determination of fair market value of such property unless such is clearly erroneous. I authorize my fiduciary to employ real estate agents and appraisers, if he deems such advisable. Pending such sale, my fiduciary is further authorized to operate, repair, alter, improve, manage, insure, grant options upon, mortgage, partition or lease for any period of time, regardless of whether such time extends beyond the period of administration of my estate or any trust herein created, any such real property or interest in real property which at any time forms part of my estate or of any trust herein created, and to vacate and abandon the same, to adjust boundaries thereto, to demolish any buildings or improvements thereon, to grant easements thereon, to subdivide and sell or lease the same subject to any covenants, to partition the same, to perfect the title thereof, and to make ordinary repairs on any buildings all as may be deemed advisable.

6.5 Payments to or for Benefit of Minor or Incompetent Beneficiaries. If any beneficiary taking under this trust is under the age of twenty-one (21) or has been adjudicated incompetent, my fiduciary may satisfy any provision in this trust requiring or permitting a distribution to such beneficiary by distribution to or for the benefit of the beneficiary in any one or more of the following ways:

- 6.5(a) To the legally appointed guardian or conservator of the beneficiary;
- 6.5(b) Directly to the beneficiary if, in the opinion of my fiduciary, the beneficiary is able to properly handle the distribution;
- 6.5(c) To a custodian for the beneficiary under the Mississippi Uniform Transfer to Minors Act. Such custodian may be selected by my Trustee and my Trustee may serve as such custodian;
- 6.5(d) To a bank in an account for the benefit of the beneficiary;
- 6.5(e) By the fiduciary's using such assets for the direct benefit of the beneficiary;
- 6.5(f) To an adult relative or adult friend of the beneficiary for the care, support, education and welfare of the beneficiary.

The receipt of any such person shall discharge the fiduciary from any further responsibility with respect to any such assets. No recipient shall be required to furnish bond or make any report, except as may be required by the fiduciary making the distribution of such assets.



6.6 Termination. If this trust is not sooner terminated by the distribution of all of its assets, then this trust shall terminate and the remaining assets liquidated and distributed or distributed in kind by my Trustee to the beneficiaries set forth in section 6.3 hereof on the anniversary of the date which is thirty five (35) years after my death or as soon thereafter as is practicable.

## ITEM 7

### PROVISIONS RELATING TO TRUSTEESHIP

7.1 Failure of Trustee to Serve. Any Trustee (whether originally designated herein or appointed as successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the current income beneficiary (or beneficiaries) of the Trust. Thereafter, if I have provided in Item 1.5 of this Trust for the appointment of a successor Trustee, such appointee shall serve. However, if I have not provided in Item 1.5 for the appointment of a successor Trustee, or if no Trustee appointed pursuant to the terms of this Agreement is able or willing to serve, then my then living children by majority vote or if none, the remaining income beneficiaries by a majority vote, (or their guardian as the case may be) shall have the right, within such thirty (30) day period (or such subsequent time until the filing of a court petition as herein provided for), to appoint one or more successor Trustees and shall notify in writing the appropriate parties in interest of such appointment. In the event the appropriately designated parties fail to designate a successor Trustee or Trustees within the time specified, the then-acting Trustee or other beneficiary hereof may petition a court of competent jurisdiction for the appointment of a successor Trustee and the judicial settlement of its accounts.

7.2 Discretion to Waive Accounting. I will appoint the personal representative of my estate in reliance upon my faith in the ability and integrity of the party appointed. For this reason, a Trustee named in this instrument is relieved of all duties it otherwise might have to examine into and satisfy itself as to the accounts of the personal representative in the administration of my estate. The Trustee is authorized to accept the assets that are distributed to it by the personal representative of my estate as being in full satisfaction of all gifts given to it by my Will and to waive any accounting or notice of accounting which might otherwise be required. For the same reason, any Trustee that succeeds a Trustee named in this instrument is relieved of all duties it otherwise might have to examine into and satisfy itself as to the accounts of the predecessor Trustees. The successor Trustee is authorized to accept the assets delivered to it by the predecessor Trustee as constituting the entire Trust Estate.

7.3 Grantor's Authority as Trustee. During my life so long as I am serving as Trustee or Co-Trustee: (a) I shall have sole responsibility for the custody and safekeeping of all Trust assets, for the collection of principal and income, for the keeping of adequate records and accounts and for the filing of tax returns, (b) I shall manage the investment of the Trust assets, and my decision shall be determinative in this regard and with regard to any changes in

investments, and (c) I shall have the authority to vote all stock placed in this Trust without the consent of any other Trustee.

7.4 Trust is Not Court-Supervised/Accountings to Beneficiaries. I waive compliance with any law requiring qualification of Trustees or registration of Trusts, or administration or accounting by Trustees under the supervisions of any Court. Instead, Trustee shall furnish, on an annual basis, an accounting to each Trust beneficiary who is entitled to receive current distribution of income, whether or not distributed, and whether or not the distribution is discretionary. The accounting may be only for the portion of the Trust in which the person receiving the account is interested.

7.5 Trustee's Authority. No purchaser or other person dealing with any Trustee or Trustees purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with, this Trust or any part or parts of it need be concerned to inquire into the existence of facts upon which the purported power or authority still exists.

7.6 Trustee's Liability. Trustee shall not be liable for damage or loss caused by honest errors of judgment made by it or its agents or employees, or by any good faith exercise of the discretion given to it.

7.7 Waiver of Bond. No bond or surety shall be required of any Trustee serving under this Trust.

7.8 Compensation. Any Trustee who serves hereunder shall be entitled to receive reasonable compensation for his, her or its services, provided, however, it is my desire that any family member serving as Trustee or Co-Trustee hereunto do so without compensation but shall be reimbursed for any expenses incurred in the administration of the Trust. Any corporate Trustee shall be compensated in accordance with their published schedules, provided, however, it is my intent that they charge based upon the consolidation of assets of any trusts established herein or in any trust established by me and such fees shall be allocated on the prorata basis to such trusts in accordance with assets under management.

7.9 Removal and Replacement of Corporate Trustee.

(a) Persons Entitled to Request and Reasons for Removal. In the event a corporate trustee shall ever by serving as trustee or as a co-trustee hereunder, then such corporate trustee may be removed by a majority of the current beneficiaries if a majority of the current beneficiaries:

(i) Disagree with the corporate trustee about

1. Investment policy; or

2. The fees charged for the corporate trustee's services; or

(ii) Have another valid cause.

(b) Procedure for Removal.

(i) Written Request. Removal must be requested by a majority of the current beneficiaries. The request must be in writing; state the reason removal is requested; identify the corporate trustee to be appointed the replacement corporate trustee; and be signed by a majority of the current beneficiaries. The request for removal will be accompanied by the replacement corporate trustee's acceptance of appointment.

(ii) Court Approval. For each reason, except the ones stated in Paragraph 7.9(a)(i), the beneficiaries must obtain court approval for removing the corporate trustee.

iii Termination of Corporate Trustee. If the removal is requested for a reason stated in Paragraph 7.9(a)(i), the then serving corporate trustee will resign on receipt of the request for removal. If the removal is requested for any other reason and court approval is obtained, the service of the then serving corporate trustee will cease when the court order is final.

(c) Appointment of Replacement Corporate Trustee. If the service of the then serving corporate trustee ends, a replacement corporate trustee must be appointed. The appointment is accomplished when a majority of the current beneficiaries sign an agreement with the replacement corporate trustee. A copy of the signed agreement will be sent to the corporate trustee being removed.

(d) Net Worth of Successor Corporate Trustee. Any successor corporate trustee appointed to serve under this instrument shall be a trust company or a bank having trust powers and having in either case assets under trust management of not less than one Hundred Million Dollars (\$100,000,000.00).

(e) Situs. A successor corporate trustee with place of business in any state or in the District of Columbia may be appointed under the provisions of this instrument, it being my intent not to restrict the situs of the trust estate to any one state.

## ITEM 8

### TRUSTEE'S POWERS AND DIRECTIONS

8.1 Statutory Powers. Trustee, its successors and parties serving in its stead, shall have the powers set forth in the provisions of Mississippi Code Annotated Section 91-9-101 that are not in conflict with this instrument, which are hereby specifically

incorporated herein by reference. The Trustee shall have all additional powers and protection granted by statute to trustee at the time of application and without application to any court. Trustees and its successors and parties serving in its stead also shall have the powers and responsibilities described below, to be exercised in its absolute discretion until distribution of the Trusts created under this instrument, and shall observe the instructions hereafter given.

8.2 Investment Powers. Without limiting the discretionary authority granted to the trustee by statute, and subject to all of the provisions of this trust agreement, the Trustees, in their discretion, are authorized to invest in real or personal property including without limitation certificates of deposit, mutual funds, pooled asset funds, money markets and liquid assets funds, bonds and municipal funds, or other notes or debt instruments income producing real estate, and other similar investment. In addition, the trustees shall be authorized to retain assets distributed to the trustees, even though such assets may be non-income producing or may constitute an over concentration in one or more similar investments. Further, the trustees shall have the authority to make investments in unproductive property, if such investments will inure to the benefit of one or more beneficiaries of the trust unless objected to in writing by an income beneficiary.

8.3 Real Property Management, Etc. To continue to hold any real property or interests whether held in fee, as lessee, or lessor, or jointly as a joint tenant or a partner for such period as my fiduciary may deem advisable and regardless of whether such real property is of a class or diversification authorized by law for the investment of trust funds and to operate as a sole proprietorship or as a partnership or corporation such real property and any other real property which may be acquired by my trust estate, and to do any and all things necessary or appropriate for the management and operation of such real property including but not limited to, in addition to the other powers and authority but not limited to, in addition to the other powers and authority conferred by law or contained in this Item, the following powers:

8.3(a) To manage or develop any real property in such manner as my fiduciary may determine; to sell, transfer or exchange any such real property upon such terms and conditions as may be deemed advisable; to make, renew, or modify leases on such property for such rentals and on such terms as my fiduciary may determine, irrespective of whether the term of any such lease may extend beyond the administration of my trust estate; to erect building or improvements thereon, to abandon such property, to adjust boundaries, to partition and pay sums necessary to equalize such partition, to erect or demolish building thereon, to convert for a different use, to dedicate for public use without compensation, to grant easements, to waive payment for property taken by right of eminent domain, to insure for any or all risks, to grant options, to enter party wall contracts, to protect out of the general funds of my estate, or of any trust created hereunder, to insure or perfect title, and to charge the cost of any action taken with regard to any such real property to principal income as my fiduciary may determine.

8.3(b) To make all ordinary repairs on any real property and such extraordinary repairs, alterations, or improvements as my fiduciary may deem advisable, and to charge all ordinary repairs against the income and all extraordinary repairs, alterations, or improvements

P Book 88 pg 225

against the principal of which the property being repaired, altered or improved forms a part.

8.3(c) To mortgage such property in such amount or otherwise obtain loans or advances, on such conditions, and such rates of interest as may be deemed advisable or to modify, renew, subordinate, or extend any such mortgage or to invest or loan other assets of my trust estate in or to such development or to pledge such assets as security for loans made to such development.

8.3(d) With respect to any real property which is damaged or destroyed, whether by fire, storm, or otherwise, to repair or rebuild such property in such manner as my fiduciary may determine, using the proceeds of any insurance which may become available as a result of such damage or destruction, or, to the extent that such insurance is not sufficient, principal or income as may be advisable.

8.3(e) To set up such reserves out of income, as my fiduciary may determine, for taxes, assessments, repairs, depreciation and general upkeep on real property, provided however, that this provision shall not apply to any marital trust which is intended to qualify for the marital deduction under the Internal Revenue Code.

8.3(f) To hire agents to operate and manage any real property, or any interest therein, and to employ broker or agents to sell or otherwise dispose of any real property or any part thereof.

8.3(g) To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of this or any other state and to transfer thereto all or any part of the real property, and to receive in exchange therefor such stocks, bonds and other securities as may be deemed advisable.

8.3(h) To treat the real property development as a separate entity and in accountings to the beneficiaries, my fiduciary shall only be required to report the earnings and condition of the real property in accordance with standard accounting practices.

8.3(i) To inspect and monitor property to which the fiduciary takes legal title (including interests in sole proprietorships, partnerships, or corporations and any assets owned by such business enterprises) for the purpose of determining compliance with environmental laws affecting such property, and respond or take any other action necessary to prevent, abate or clean up, on behalf of the trust or estate as shall be necessary, before or after the initiation of enforcement action by any governmental body, and actual or threatened violation of any environmental laws affecting property held by the fiduciary relating to hazardous substances or environmental laws;

8.3(j) To refuse to accept property in trust if the fiduciary determines that any property to be donated to a trust estate is contaminated by any hazardous substances, or such

property is being used or has been used for any activities, directly or indirectly involving hazardous substances, which could result in liability to the trust or estate or otherwise impair the value of the assets held therein;

8.3(k) To settle or compromise, at any time, any and all claims against the estate or trust which may be asserted by any governmental body or private party involving the alleged violation of any environmental laws affecting property held in the estate or trust;

8.3(l) I am aware that certain risks are inherent in the ownership and operation of any real property, and in determining any question of liability for losses, it should be considered that my fiduciary is engaging in a speculative enterprise at my express request.

8.4 Distributions. Distributions of income from the Trusts created under this instrument, except discretionary distributions, shall be made not less frequently than annually. At the request in writing of the Grantor or her guardian, if feasible, distributions shall be made more frequently.

8.5 Compensation Charged to Income. To the extent not inconsistent with other provisions of this Trust, my Trustee shall charge all of its regular compensation against the income.

8.6 Disclaimers. Trustee may disclaim a power that it considers to be burdensome, unnecessary or unwise.

8.7 Consolidation. Except with respect to any Trust intended to qualify for the marital deduction, Trustee may hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as Trustee may determine. The division into the several shares comprising each consolidated fund need be made only on Trustee's books of account, in which each Trust shall be allocated its proportionate part of the principal and income of the fund and charged with its proportionate part of the expenses of fund. No such holding, however, shall defer the vesting in possession of any estate created under this instrument.

8.8 Insurance Payable to Trustee. With regard to all policies of insurance that are payable to any Trustee named in this instrument, Trustee may:

8.8(a) Execute and deliver receipts and other instruments and take such action as may be appropriate to obtain possession and control of the policies.

8.8(b) Execute and file proofs of claim required to collect the proceeds of insurance policies, and the receipt of Trustee shall constitute full acquittance to insurance companies for all proceeds so paid; provided, however, that Trustee shall be under no obligation to institute legal proceedings for the collection of any policy until and unless they have been indemnified to their satisfaction for all costs and expenses, including attorney's fees.

P Book 88 Pg 227

8.9 Non-Productive Assets. Except as may be prohibited with respect to property in marital Trust, Trustee is authorized to hold tangible property and underproductive assets that are contributed to the Trust or were part of my estate, and to pay the cost of carrying that property from income. No distributions are to be made in lieu of income from that property, no income is to be charged against the proceeds of that property, and all net proceeds are to be treated as principal.

8.10 Merger of Trusts. The Trustee may, in its discretion, combine the assets of separate trusts if any created under my Will or other Living Trust(s) (other than a Trust qualifying for the Marital Deduction) for the purpose of more convenient administration or investment for any period of time, preserving the separate character of the beneficiaries' proportionate shares, and may merge the assets of any Trust hereunder (other than a Trust qualifying for the Marital Deduction) with those of any other Trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms (e.g. a similar or identical Trust created in my spouse's Will or Trust). In exercising their discretion, the Trustee shall consider whether the trusts established by me in my will have substantially the same terms and beneficiaries as the separate trusts created hereunder following the my death, as well as any possible adverse income tax or generation-skipping tax consequences in combining the trusts, rather than maintaining separate trusts as separate taxable entities. However, in no event shall any funds from this Trust be used for the payment of any taxes, debts, or other expenses associated with the administration of my estate, except to the extent specifically provided elsewhere in this Trust Agreement or in my Will.

8.11 Early Termination of Trust. If the value of the principal held in any Trust created under this instrument is less than Twenty Thousand Dollars (\$20,000.00) then the Trustee, in its discretion, is authorized to terminate the Trust and to distribute its assets to the beneficiaries to whom income may be distributed immediately prior to the termination. The assets shall be distributed in the proportions in which the beneficiaries are then eligible to receive distributions of income if made, and in the case of undetermined shares, the distribution shall be in shares determined by Trustee.

8.12 Generation-Skipping Transfer Taxes. In the event any exemption from the federal generation-skipping transfer tax should be allocated to any property in this Trust, or any separate Trust created herein, with respect to which the Grantor shall be deemed the transferor for purposes of this tax, the Trustees shall be authorized, but not directed, to divide this Trust, or any separate Trust created hereunder, at any time into separate trusts, in order that the federal generation-skipping transfer tax inclusion ratio for each such Trust shall be either zero or one.

## ITEM 9

### PRESUMPTION OF SURVIVORSHIP

9.1 Other Beneficiaries. If any beneficiary dies simultaneously with me or under such circumstances as to render it impossible to determine who predeceased the other, I shall be deemed to have survived such beneficiary, and the provisions of this Trust shall be construed on that assumption, unless otherwise provided herein.

## ITEM 10

### MISCELLANEOUS PROVISIONS

10.1 Mississippi Law Clause. This instrument has been prepared and executed in the State of Mississippi, and Grantor and Trustee are residents of Mississippi. All questions concerning the meaning and intention of the terms of this Instrument and concerning its validity and all questions relating to performance under it should be judged and resolved in accordance with the laws of Mississippi.

10.2 Savings Clause - Rule Against Perpetuities. Anything in this Trust to the contrary notwithstanding, no interest in any Trust created hereunder shall fail to vest in a beneficiary beyond a date which is 21 years after the death of the last survivor of the group consisting of my descendants and my spouses's stepchildren and their descendants living on the date this agreement is signed and on such date, each such which has not previously been vested shall vest in the then existing income beneficiaries of such Trust on a per stirpes basis. It being my intention that no Trust or interest in Trust shall fail for violation of the rule against perpetuities and that such Trust shall be construed in such a manner so as not to violate such rule.

10.3 Spendthrift Clause. Neither the principal nor the income of the Trusts created herein shall be pledged, assigned, transferred, conveyed, sold or in any manner whatsoever, accelerated, anticipated or sold or encumbered, by any beneficiary, nor shall any income or corpus of said Trusts be, in any manner, subject to or liable in the hands of the Trustee for the debts, contracts, torts or engagements of any beneficiary, or be subject to any assignment, or any other voluntary or involuntary alienation or disposition whatever, including a divorced spouse who seeks alimony or support payments, but in all distributions of income or corpus the same shall be paid only to the beneficiary entitled or to others for the beneficiary's benefit, as provided herein. Nothing contained in this Item, however, shall affect Grantor's control over the assets of the Trust during his lifetime.

### 10.4 Definitions and Guidance to Trustee.

10.4(a) Education. It is my particular wish that no beneficiary of a Trust providing for such beneficiary's education shall be prevented from furthering his or her educational goals (whether private school, pre-college, college, graduate school, professional school, or otherwise) for lack of funds, and the Trustee is urged to distribute freely to or for the benefit of any beneficiary for his or her education income or principal for this purpose. The word "education" includes the costs of all tuition, room, board, travel and other reasonable living



expenses, fees, books, supplies and any other expenses and allowances as may seem proper to the Trustee.

10.4(b) Per Stirpes. Whenever distribution is to be made to designated issue on a "per stirpes" basis, the property shall be distributed to the person or person and in the proportions that personal property of the named or designated ancestor would be distributed under the laws of the State of Mississippi in force at the time stipulated for distribution if such ancestor had died intestate at such time, domiciled in such state, not married, and survived only by such "issue".

10.4(c) Issue/Adopted Persons. Issue means all persons who have descended from a common ancestor. Issue includes an adopted person and the descendant of an adopted person, unless specifically and expressly stated otherwise.

10.5 Paragraph Headings, Gender Construction, Severability. The paragraph headings used are for convenience only and shall not generally be resorted to for interpretation of this Trust. Wherever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural. If any portion of this Trust is held to be void or enforceable, the balance of this Trust shall nevertheless be carried into effect.

IN WITNESS WHEREOF, Grantor and Trustee have signed this Instrument to evidence their acceptance of the Trust the day and date first written above.

GRANTOR:

  
DORIS GENE BALENTINE

TRUSTEE:

  
DORIS GENE BALENTINE

P Book 88 Pg 230

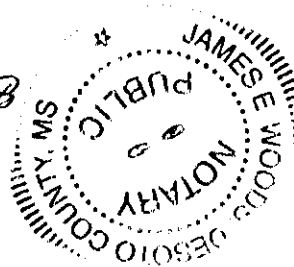
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 27<sup>th</sup> day of Oct-Be, 2000, within my jurisdiction, the within named DORIS GENE BALENTINE, who, upon oath, acknowledged herself to be the individual described in and who executed the foregoing instrument as Grantor for the purposes therein contained, and acknowledged that she executed the same as her free act and deed.

  
NOTARY PUBLIC

My Commission Expires:

7-19-03



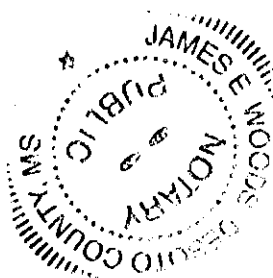
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 27<sup>th</sup> day of Oct-Be, 2000, within my jurisdiction, the within named DORIS GENE BALENTINE, who, upon oath, acknowledged herself to be the individual described in and who executed the foregoing instrument as Trustee for the purposes therein contained, and acknowledged that she executed the same as her free act and deed.

  
NOTARY PUBLIC

My Commission Expires:

7-19-03



DORIS GENE BALENTINE TRUST - FIRST MORTGAGES - SCHEDULE "A" REVISED

BURL WAYNE BREASHEARS AND MARY JO BREASHEARS

**SURFACE AND SURFACE ONLY:**

That part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 5, Township 6 North, Range 25 East, beginning at a point 159.77 feet North of the SE corner of said SW $\frac{1}{4}$  NE $\frac{1}{4}$ , thence North 49 degrees 21 minutes West a distance of 455.93 feet; thence North 37 degrees 37 minutes East a distance of 566.74 feet, thence South a distance of 745.92 feet to the point of beginning.

RECORDED JULY 7, 1989 BOOK 975 PAGE 656

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MICHAEL A. CARPENTER AND SUSAN M. MORO

LOT TEN (10) IN BLOCK FIFTEEN (15) LAKEVIEW ADDITION TO CITY OF POTEAU, OKLAHOMA.

RECORDED APRIL 16, 1887 BOOK 1205 PAGE 290

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DARRELL CASH AND PAULA CASH

**SURFACE AND SURFACE ONLY:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP NINE (9) NORTH, RANGE TWENTY-FOUR (24) EAST OF THE INDIAN BASE AND MERIDAIN.

RECIATAL: THIS PROPERTY HAS A MORTGAGE MADE ON JULY 25, 1996, BOOK 1184, PAGE 776. THIS MORTGAGE IS BEING ASSUMED BY NEW BUYERS, WITH MORTGAGEE APPROVAL. THE MORTGAGORS ARE NOT RELIABLE FOR MORTGAGE AFTER ASSUMED BY NEW BUYERS. NEW BUYERS HAVE PUT DOWN OVER 20% TO CLEAR. THE SELLERS OFF THE MORTGAGE MADE ON JULY 25, 1996, BOOK 1184, PAGE 776.

RECORDED AUGUST 22, 1997 BOOK 1217 PAGE 161

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BILLY CULLERS AND NICKI CULLERS

THE NORTH NINTY (90) FEET OF LOTS FOUR (4) FIVE (5) AND SIX (6) IN BLOCK FOUR (4), MISSOURI ADDITION TO THE TOWN OF WISTER, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LEFLORE COUNTY, OKLAHOMA.

RECORDED AUGUST 21, 1997 BOOK 1217 PAGE 49

EVERETT L. GREEN AND PATRICIA L. GREEN

**SURFACE AND SURFACE ONLY OF:**

Part of the 8/2 of the NW/4 of the NW/4, Section 33, Township 8 North, Range 26 East, Indian Base & Meridian, LeFlore County, Oklahoma described as follows: BEGINNING at the SW corner of the NW/4 of the NW/4, thence N00°-11'-26"W along the West line of Section 33 a distance of 452.03 feet thence S89°-59'-09"E a distance of 471.42 feet thence N00°-11'-26"W a distance of 208.71 feet to the North line of the 8/2 of the NW/4 of the NW/4, thence S89°-59'-09"E a distance of 703.33 feet, thence S00°-11'-26"E a distance of 660.74 feet to the South line of the NW/4 of the NW/4, thence N89°-59'-08"W a distance of 1120.75 feet to the POINT OF BEGINNING.

SUBJECT TO a 30 foot Easement reserved unto Grantors for roadway purposes along the North Boundary line of the above description.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

RECORDED FEBRUARY 25, 1993 BOOK 1083 PAGE 681

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PENNY MICHELLE HAWKES

**SURFACE AND SURFACE ONLY:**

LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), NEWBURN ADDITION TO THE TOWN OF WISTER, LEFLORE COUNTY, OKLAHOMA. ( SAME BEING PLATTED FROM PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, ROWNSHIP 6 NORTH, RANGE 24 EAST OF THE INDIAN BASE AND MERIDIAN.)

RECORDED OCTOBER 5, 1998 BOOK 1258 PAGE 388

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CASEY GENE HENRY AND SHELLEY ANN HENRY

**SURFACE AND SURFACE ONLY:**

DESCRIPTION

PART OF THE NE/4 OF THE NE/4 OF THE NW/4, AND PART OF THE NW/4 OF THE NW/4 OF THE NE/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 22 EAST, INDIAN BASE & MERIDIAN, PUSHMATAHA COUNTY, OKLAHOMA DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NW/4 OF SAID SECTION 14, THENCE N89-52-37W ALONG THE NORTH LINE OF SECTION 14, A DISTANCE OF 188.77 FEET TO THE POINT OF BEGINNING, THENCE S00-14-02W A DISTANCE OF 93.58 FEET, THENCE S89-52-37E A DISTANCE OF 279.98 FEET, THENCE S00-14-02W A DISTANCE OF 513.72 FEET, THENCE S89-17-06W A DISTANCE OF 612.52 FEET, THENCE N00-14-02E A DISTANCE OF 616.25 FEET, THENCE S89-52-37E A DISTANCE OF 332.46 FEET TO THE POINT OF BEGINNING.

RECORDED SEPTEMBER 11, 1998 - BOOK 386 PAGE 996 PUSHMATAHA COUNTY, OKLA.

ANTHONY CARL HOUSTON AND DONNA M. SCARBERRY

County, State of Oklahoma, to wit: SURFACE AND SURFACE ONLY:

The West half (W/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 20, Township 2 North, Range 21 East of the Indian Base and Meridian and containing five (5) acres more or less according to the United States Government Survey thereof. CONTAINING 5 ACRES MORE OR LESS AND

South 660 feet of East 990 feet of the NE/4 of NE/4 of Section 19, Township 2 North, Range 21 East of the I.B.M., Less an undivided 3/4ths interest in oil, gas and other minerals. CONTAINING 15 ACRES MORE OR LESS.

RECORDED MAY 9, 1997 - BOOK 376 PAGE 260 PUSHMATAHA COUNTY, OKLA

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RILEY HUGHLETT AND RACHEL HUGHLETT

A PART OF LOTS 1 AND 2 OF BLOCK 38 IN THE CITY OF POTEAU, LEFLORE COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY MEMBER 2 OF SAID BLOCK 38; SAID POINT OF BEGINNING BEING 40 FEET NORTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY AND ALONG THE NORTHEASTERLY MEMBER OF SAID LOTS 2 AND 1 FOR A DISTANCE OF 49 FEET TO A POINT; THENCE SOUTHWESTERLY AND PARALLEL TO BAGWELL STREET FOR A DISTANCE OF 82 FEET TO A POINT; THENCE NORTHWESTERLY AND PARALLEL TO AMOS AVENUE FOR A DISTANCE OF 49 FEET TO A POINT; THENCE NORTHEASTERLY AND PARALLEL TO BAGWELL STREET FOR A DISTANCE OF 82 FEET TO THE POINT OF BEGINNING.

RECORDED MARCH 2, 1998 BOOK 1234 PAGE 910

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DEBBIE JAMES

LOTS NINE (9) AND TEN (10), IN BLOCK TWENTY THREE (23), OAK PARK ADDITION TO THE TOWN OF TALIHINA, LEFLORE COUNTY, OKLAHOMA.

RECORDED NOVEMBER 16, 1998 BOOK 1262 PAGE 555

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RAYMOND CHARLES MACKEY JR., AND CHRISTINE MACKEY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK EIGHT (8) IN MISSOUR ADDITION TO THE TOWN OF WISTER, OKLAHOMA, LEFLORE COUNTY.

RECORDED DECEMBER 22, 1998 BOOK 1266 PAGE 468

P Book 88 Pg 234

MICHAEL WILSON AND TERESA WHITE

THAT PART OF LOT FIFTY-SEVEN (57), TOWNSITE ADDITION NUMBER FIVE (5), LEFLORE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 57; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID LOT 57 A DISTANCE OF 250 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID LOT A DISTANCE OF 322 FEET; THENCE SOUTH A DISTANCE OF 250 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT; THENCE EAST ALONG SAID SOUTH BOUNDARY LINE A DISTANCE OF 322 FEET TO THE POINT OF BEGINNING, LEFLORE COUNTY, OKLAHOMA.

RECORDED MAY 7, 1997 BOOK 1207 PAGE 30

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(640 Shot In) (Paid Up) (Revised 1979)

# OIL AND GAS LEASE

PAID UP

5437

AGREEMENT, Made and entered into this 17 day of April, 1989  
by and between Paul D. Balentine and Doris Gene Balentine, husband & wife  
Rt. 1, Box 302

Cameron, Okla. 74932, Party of the first part, hereinafter called lessor (whether one or more),  
and Yale Oil Association Inc., part 2720, First National Center West, OKC, OK 73102 ten & more of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of  
the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including  
but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe  
lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of

land, together with any reversionary rights therein, situated in the County of LeFlore

State of Oklahoma, described as follows, to-wit: Beginning at a point 495.1 feet South of the  
NW corner of Sec. 24-8N-24E, thence South 486.9 feet to a point, thence  
Easterly parallel to the railroad to a point on the East line of NW/4,  
thence North along said East line a distance of 693 feet to a point on  
the South line of the railroad, thence Westerly along South line of  
railroad to a point 437.2 feet East of the West line of the NW/4, thence  
South 206.1 feet to a point, thence Westerly 437.2 feet to POB

of Section 24, Township 8N, Range 24E and containing 40 acres, more or less.

RECORDED BOOK 969 PAGE 529

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## THE FOLLOWING INTEREST AND REAL ESTATE:

Part of the South half of the Northwest Quarter of the Northwest Quarter  
of Section 33, Township 8 North, Range 26 East of the Indian Base and  
Meridian, more particularly described as Beginning at the NW/C; thence  
South 208.71 feet; thence East 417.42 feet; thence North 208.71 feet;  
thence West 417.42 feet to the point of beginning.

APPROVED:

GRANTOR

TRUSTEE

DATE:

PAGE FOUR OF FOUR

DEED OF GIFT/BILL OF SALE

On this the 27<sup>th</sup> day of Oct. Br., 2000, I, DORIS GENE BALENTINE, hereby give, convey, transfer and assign all my right, title and interest in and to all my collections, household furniture, furnishings, silverware, china, crystal, jewelry, clothing, articles of personal use or adornment and all other tangible personal property, together with all rights that I may have under any insurance policies relating thereto, to DORIS GENE BALENTINE, as Trustee of the DORIS GENE BALENTINE TRUST dated the 27<sup>th</sup> day of Oct. Br., 2000, and any successor Trustees thereto.

I further give and convey unto DAYLON E. CANNON my forty percent (40%) in stock in Cannon Brothers Heating and Air Conditioning Company, Memphis, Tennessee.

Doris Gene Balentine  
DORIS GENE BALENTINE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

On the date above written, we, the undersigned witnesses, being first duly sworn, make oath that DORIS GENE BALENTINE, declare to us that the foregoing instrument was a Deed of Gift; that DORIS GENE BALENTINE, and in the presence of each other, then subscribed our names thereto as attesting witnesses; that at the time of execution, DORIS GENE BALENTINE was more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undue influence; and that we, the undersigned, each being more than eighteen (18) years of age, made and signed this Affidavit at the request of DORIS GENE BALENTINE.

Wanda M. Symanski  
WITNESS

William B. Gifford  
WITNESS

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, this the 27<sup>th</sup> day of Oct. Br., 2000.

James E. Woods  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 27th

JAMES E. WOODS, D. C. NOTARY PUBLIC, DESOTO COUNTY, MS